

**Logistics Staff**

## **PREPARATION OF EXECUTIVE AGREEMENTS**

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**COMPLIANCE WITH THIS INSTRUCTION IS MANDATORY.** This instruction implements AFPD 25-2, *Support Agreements*. It prescribes the responsibilities, procedures, and formats to follow for development and implementation of executive agreements (EA). Executive agreements are effected to solidify support relationships between AFSOC (including components) and other commands, Services, and selected government agencies. This instruction applies to all AFSOC active duty units. It does not apply to the Air Force Reserve (AFRES) or the Air National Guard (ANG).

**OPR:** HQ AFXOC/XPPP (Mr. Gary Potmesil)

**Certified by:** HQ AFSOC/XPP (Col John Stephens)

**Pages:** 8

**Distribution:** F

**1. General.** AFSOC commanders and directors are encouraged to cooperate with other DoD components and government agencies in need of support. Interservice/interagency support agreements should be utilized when recurring support would benefit the parties without jeopardizing assigned missions. EAs should be used to define areas of responsibility or understanding between the supported and supporting parties. Because the command may incur commitments upon entering into an EA, close staff coordination is required before initiating outside action. Directorates will staff EAs in accordance with this instruction. AFSOC EAs are negotiated at the lowest command level practical, and signed at the most appropriate level. Depending on the scope of the agreement, an EA may be prepared as one of the following categories:

1.1. Memorandum of Understanding and Memorandum of Agreement (MOUs/MOAs). Apply to multiple issues that affect more than one AFSOC directorate and are coordinated between AFSOC and other participating commands by HQ AFSOC/XPP. Each directorate within AFSOC will be contacted to determine requirement for an individual annex, detailing its responsibilities.

1.2. Letters of Agreement (LOAs). Agreements between individual elements of AFSOC and other organizations that are limited in scope will normally be coordinated by the corresponding elements. Draft copy of the proposed agreement will be routed to AFSOC/XP to ensure compatibility with other agreements in effect or proposed.

1.3. Command Arrangement Agreements/International Agreements (CAAs/IAs). Negotiated and signed at the USSOCOM level with input from AFSOC when applicable.

1.4. Interservice Support Agreements (ISAs). Negotiated and documented in accordance with AFI 25-201, Support Agreement Procedures, and DoDI 4000.19, Interservice and Intragovernmental Support.

**2. The Director of Plans, Programs & Acquisition Management.** HQ AFSOC/XP will:

2.1. Monitor agreement requirements and requests and initiate or authorize development of EAs to implement directed and authorized command relationships.

2.2. Appoint a program manager for each EA developed by HQ AFSOC/XPP.

- 2.3. Coordinate on EAs developed by other AFSOC staff elements.
- 2.4. Maintain repository of EAs developed by other AFSOC staff agencies.
- 2.5. Establish a suspense date for EA coordination/publication in coordination with staff agencies.
- 2.6. Publish HOI 25-201 and assist the staff with EA development.
- 2.7. Govern the publication of AFSOC EAs and changes.

**3. The Program Manager.** The program manager, whether assigned by HQ AFSOC/XPP or other authorized AFSOC staff agency serving as OPR for an EA will:

- 3.1. Develop the draft opening statement, letter, change, or revision in conjunction with appropriate functional staff agencies.
- 3.2. Conduct a planning conference, if required, to review the draft opening statement, and initiate development of supporting staff annexes and scheduled actions.
- 3.3. Ensure all agencies affected by the execution of the EA are included in distribution of the EA.
- 3.4. Coordinate the EA through the staff for approval on applicable annexes.
- 3.5. Submit the coordinated EA to HQ AFSOC/CC for approval and signature.
- 3.6. Prepare and coordinate all EA changes with appropriate functional staff agencies and other participants to the EA.

**4. Staff Agencies.** AFSOC functional staff agencies will appoint Annex managers to:

- 4.1. Assist HQ AFSOC/XPP, or the authorized staff agency, with development of the EA.
- 4.2. Provide HQ AFSOC/XPP, or the authorized staff agency, with information required to develop a draft opening statement.
- 4.3. Attend planning conferences convened by The Program Manager.
- 4.4. Conduct internal staffing to review the draft opening statement and initiate development of supporting functional staff annexes.
- 4.5. Coordinate within their respective functional staff agencies, with other authorized staff agencies, and with counterparts in non-AFSOC agencies when those agencies are affected by their respective annex.
- 4.6. Identify EA annex program manager to HQ AFSOC/XPP or the staff agency preparing the EA.

## **5. Procedures:**

- 5.1. Administrative Requirements. Type all portions of EAs in single space on standard 8-1/2 by 11-inch paper. Prepare appendices, charts, schedules, etc., so that the top of the attachment will be at the left when

inserted into the document. MS Word, Version 6.0 or higher, font Times New Roman 12 point font, is the standard print for EAs.. Use 0.7 inch margins on top and bottom (to the header and footer, 1 inch to the text), with 1.25 margins on both sides. Number pages of the basic plan and supplements using Arabic numbers. Number annexes by assigned alphabetical designator, followed by page number. Number appendices so that the appendix number precedes the annex alphabetical designator. Each page of an annex will contain a footer indicating the OPR and EA number.

5.2. Classification. Published EAs will not contain classified information. Any classified information required to complete the EA will be contained in a separate annex, forwarded to the appropriate element, independently of the main document.

5.3. Requests for Release. Process release of information in a programming document to the public IAW AFI 37-131 (Freedom of Information Act Program).

5.4. Distribution. The program manager will send copies of the EA to appropriate addressees in an attached distribution list. If the annex managers need additional copies or addressees, they must notify the program manager during EA development.

**6. Format.** An EA normally contains a cover (attachment 2); opening statement (attachment 3); and a Subject; Purpose, Summary Of Responsibilities, Effective Date, Review and Termination Plan, and signature blocks. Other optional components of the EA include a table of contents; and annexes necessary to accomplish the objective. The opening statement will be signed by the commanders of the elements participating in the agreement. LOAs, addressing a single issue or topic, typically can be completed in the opening statement without additional annexes.

6.1. Annex. An annex (sample at attachment 4) is a subdivision of an EA applicable to a single functional area such as logistics, personnel, etc. Annex designations are not reserved for individual functional areas as is done for Programming Plans; they are assigned as needed. The decision to prepare an annex rests with individual staff agencies. If the opening statement provides sufficient information, or the EA has no application to an individual functional area, an annex is not necessary. In this case, the functional area OPR will advise HQ AFSOC/XPP an annex is not applicable.

6.2. Appendix. An appendix is a subdivision of or an addition to an annex, containing listings of information specific to that annex.

**7. Changes or Revisions.** Units or functional areas requiring a change to an EA, should contact the originator of the EA. The OPR will determine if a change or revision is necessary, and negotiate the change with the other participants according to the revision procedures contained in the basic agreement. All changes require coordination and approval of the other parties to the agreement. Upon approval and signature by all participants, the OPR will issue a revised version of the agreement.

**8. Requests for EA Development.** Forward AFSOC staff requests for EA development to HQ AFSOC/XPP. Identify an OPR and name of the program manager in the request, and include sufficient information to facilitate review. Following the review, HQ AFSOC/XPP will either:

8.1. Grant the requesting agency authority to proceed with EA development.

8.2. Assign a HQ AFSOC/XPP program manager to proceed with formal EA development.

**9. Coordination.** The staff agency developing the EA will forward the draft opening statement to the staff for review and establish a suspense date for submission of staff annexes. A meeting of action officers may facilitate the review of draft documents and preparation of annex inputs. If there are substantive changes to the opening statement or annexes, the affected functional areas must coordinate on the final document before signature. The entire staff will coordinate on the final document to ensure that individual annex actions are in line with those of other staff agencies, to make final correction, and secure additional higher level coordination. Determining adequacy of coordination is the responsibility of the OPR.

**10. Staff Actions.** Staff agencies participating in EA development will provide HQ AFSOC/XPP, or other authorized agency, with:

10.1. Recommended changes to the draft opening statement. Staff agencies in receipt of a draft opening statement who do not deem it necessary to submit an input, will advise HQ AFSOC/XPP or other authorized agency by letter.

10.2. A recommended distribution list for their functions.

10.3. A completed annex, if required.

10.4. A listing of unique terms, acronyms, and abbreviations for inclusion in the EA glossary, if required.

**11. Closure Authority.** EAs exist for the duration agreed to and documented in the agreement. The EA may be extended or terminated at the option of the participants, according to the options agreed to in the document.

**12. Disposition.** Dispose of EAs, letters, messages, and reports IAW AFI 37-138 (Disposition of Air Force Documentation). Items of historical significance should be forwarded to HQ AFSOC/HO. Comply with AFI 31-401 (Information Security Program) when destroying classified material.

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Dir/Plans, Prgrms & Acq Mgmt

4 Attachments:

1. Glossary of Acronyms and Terms
2. Front Cover
3. Opening Statement
4. Annexes

## Attachment 1

### GLOSSARY OF ACRONYMS AND TERMS

#### *Acronyms and Terms*

**Command Arrangements Agreement (CAA).** A document that establishes and delineates broad areas of responsibility and relationships between CINCs.

**EA Program Manager.** The topic expert charged with development of the EA.

**Effective date.** The date the EA is signed by the last signatory to the agreement.

**Executive Agreement (EA).** For the purpose of this instruction, executive agreements include MOUs, MOAs, CAAs, ISAs, LOAs, and IAs.

**International Agreement (IA).** For the purpose of this instruction, an international agreement is defined as any executive agreement between United States Special Operations Command (USSOCOM) and any non-US entity.

**Interservice Support Agreement (ISA).** A formal agreement that defines recurring services to be provided by one supplier to one or more receivers and defines the basis for calculating reimbursement charges for the services. Also referred to as "Support Agreements."

**Letter of Agreement (LOA).** A document that defines areas of responsibilities, and relationships between two or more parties regarding a single issue or program.

**Memorandum of Agreement (MOA).** A document that defines areas of responsibility and agreement between two or more parties, normally headquarters or major command level components. MOAs that establish responsibilities for providing recurring support should be supplemented with inter-service support agreements (ISAs) that specify services and define the basis for reimbursement.

**Memorandum of Understanding (MOU).** A document that defines areas of mutual understanding between two or more parties, normally headquarters or major command level components. MOUs that identify expectations of recurring support should be supplemented with inter-service support agreements (ISAs) that specify services and define the basis for reimbursement.

**Periodic Review Plan.** A statement concerning when and how the agreement is to be updated and signed by the participants.

**Supporting Annexes.** Optional supporting annexes may be used when the EA governs relationships between Major Commands, or is of such complexity that it must be divided into smaller individual elements.

Attachment 2

FRONT COVER

Figure 2.1. Front Cover Format Example.

MEMORANDUM OF AGREEMENT  
BETWEEN  
AIR FORCE SPECIAL OPERATIONS COMMAND  
AND  
XXXXXX COMMAND

DATE

## Attachment 3

## OPENING STATEMENT

Figure 3.1. Opening Statement Format Example.

<p>MEMORANDUM OF AGREEMENT (MOA)</p> <p>BETWEEN</p> <p>XXXX COMMAND (XXX)</p> <p>AND</p> <p>AIR FORCE SPECIAL OPERATIONS COMMAND (AFSOC)</p>	
<p>SUBJECT: Responsibilities of the Commander, XXXX Command (XXX/CC), and Commander, Air Force Special Operations Command (COMAFSOC).</p>	
<p>1. <u>Purpose.</u> This agreement establishes the individual responsibilities of XXX and AFSOC in ... This MOA affirms the commands' mutual commitment to a viable AFSOF and delineates XXX's responsibilities to provide MAJCOM support. This MOA shall be governed by the basic Memorandum of Agreement and Annexes between the Department of the Air Force and the United States Special Operations Command. In the event of conflict in interpretation of this MOA, the Air Force-USSOCOM agreements shall take precedence.</p>	
<p>2. <u>Responsibilities.</u></p>	
<p>2.1. Operational Support. XXX and AFSOC operational support responsibilities are outlined in Annex A</p> <p>2.2. Logistics Responsibilities are outlined in Annex B.</p> <p>2.3. Requirements Responsibilities. Specific XXX and AFSOC procedures and responsibilities for servicing and maintaining of AFSOF resources are outlined in Annex C</p> <p>2.4. Command and Control, Communications and Computer (C4) Systems. Required XXX C4 support responsibilities to AFSOC are outlined in Annex D.</p> <p>2.5. Inspection. Required XXX-AFSOC inspection responsibilities outlined in Annex A and E.</p> <p>2.6. Classified. XXX responsibilities and functions in support of AFSOC are outlined in Annex F (sent under separate cover).</p> <p>2.7. Other program responsibilities are defined in Annex .....</p>	
<p>3. <u>Effective Date, Periodic Review, and Termination.</u></p>	
<p>3.1. This MOA becomes effective upon signature by both parties and will remain in effect until revised or superseded.</p> <p>3.2. This MOA will be reviewed periodically and updated when required by changes in command relationships or significant organizational realignments. The initial MOA and annexes will be mutually developed by XXX and AFSOC and approved by XXX/CC and COMAFSOC. Revisions to this MOA will be reviewed and approved by XXX/CC and COMAFSOC.</p> <p>3.3. Additional annexes can be mutually developed as required.</p>	
<p>XXX X. XXXXXX</p> <p>General, USAF</p> <p>Commander</p> <p>XXX Command</p>	<p>JAMES L. HOBSON, JR.</p> <p>Major General, USAF</p> <p>Commander</p> <p>Air Force Special Operations Command</p>
<p>Date _____</p>	<p>Date _____</p>

**Attachment 4****ANNEXES****Figure 4.1. Annexes Format Example.**

<p style="text-align: center;">ANNEX ALPHA</p> <p style="text-align: center;">OPERATIONAL SUPPORT</p> <p>1. PURPOSE: To define XXX and AFSOC responsibilities for supporting AFSOF operational requirements.</p> <p>2. RESPONSIBILITIES:</p> <p>2.1. HQ XXX will:</p> <p style="padding-left: 40px;">2.1.1.</p> <p style="padding-left: 40px;">2.1.2.</p> <p>2.2. HQ AFSOC will:</p> <p style="padding-left: 40px;">2.2.1.</p> <p style="padding-left: 40px;">2.2.2.</p> <p style="padding-left: 40px;">2.2.3.</p>
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